CONTRACTS—CONSIDERATION—ADEQUACY.—The purchaser in a land contract which provided for forfeiture, being in arrears in his payments, purported to assign his equity, which amounted to approximately $300, to the vendor in consideration of a cash payment of $5. In a suit in equity brought to recover the amount paid on the contract in excess of the rental value of the premises, *held,* that the assignment was ineffectual because the consideration for it was grossly inadequate. *Beaden* v. *Bransford Realty Co.,* (Tenn., 1921), 232 S. W. 958.

It is noteworthy that the court in the principal case seems to place its decision squarely upon the ground of inadequacy of consideration pure and simple. It is generally said that mere inadequacy is not a ground for interference in equity any more than it is at law. See POMEROY, EQUITY JURISPRUDENCE, [4th Ed.], §926, citing many cases. Also, *Judge* v. *Wilkins,* 19 Ala. 765; *Knobb* v. *Lindsay,* 5 Ohio 469; *Davidson* v. *Little,* 22 Pa. St. 245. It is sometimes said that the inadequacy may be so great as to raise a conclusive presumption of fraud. However, most of the cases in which this statement is made will, on examination, be found to contain evidences of other circumstances tending to justify equitable interference. See *Prudential Insurance Co.* v. *LaChance,* 113 Me. 550; *Madison Co.* v. *The People, ex rel.,* 58 Ill. 456; *Byers* v. *Surget,* 19 How. (U. S.) 303; *Morriso* v. *Philliber,* 30 Mo. 145. There is no doubt that gross inadequacy is evidence of fraud in fact. *Davidson* v. *Little,* 22 Pa. St. 245; *Morriso* v. *Philliber,* 30 Mo. 145.

CONTRACTS—CONSIDERATION—DOING WHAT ONE IS ALREADY UNDER CONTRACT TO DO.—Where the parties to an employment contract entered into a second agreement, differing from the first only in the amount of the compensation, *held,* second agreement enforcible upon a finding that there had been an express, simultaneous rescission of the first contract. *Schartzreich* v. *Bauman-Basch, Inc.,* (N. Y., 1921), 131 N. E. 887.

The general rule is that a promise to perform, or performance of, what one is already under contract to do, is not a sufficient consideration for a promise of increased compensation or other additional benefit, since there is neither detriment to the promisee nor benefit to the promissor. *Harris* v. *Watson,* Peake 72; *Frazer* v. *Hatton,* 2 C. B. N. S. 512; *Alaska Packers' Ass'n* v. *Domenico,* 117 Fed. 99.; *Phoenix Ins. Co.* v. *Rink,* 110 Ill. 538; *McQuaid* v. *Baughman,* 167 Ill. App. 430; *Lingenfelder* v. *Wainwright Brewing Co.,* 103 Mo. 578; *Shriner* v. *Craft,* 166 Ala. 146. For complete list, see WILLISTON ON CONTRACTS, Sec. 130. The contrary view is followed in a few jurisdictions, upon the ground that the new agreement is elected by the promissor in place of an action for damages for refusal of promisee to perform the first contract,—*Parrot* v. *Mexican Ry.,* 207 Mass. 184; *Evans* v. *Oregon & Wash. R. R. Co.,* 58 Wash. 429 (but see 16 MICH. L. REV. 106); or that the new contract is evidence of the abrogation of the old one and that it is the same as if no previous contract had been made,—*Coyner* v. *Lynde,* 10 Ind. 282; *Goebel* v. *Linn,* 47 Mich. 489; *Evans* v. *Oregon & Wash. R. R. Co.,* 58 Wash. 429; *Rollins* v. *Marsh,* 128 Mass. 116; or that the new contract is an attempt to mitigate the damages flowing from the breach of